

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
QIUHUA ZHOU,

Plaintiff,

-v-

HEYDARI INC. d/b/a HEYDARI FASHION d/b/a
HEYDARI DC; LOWAN FASHION, INC.; MARIAM
HEYDARI; and ZHONGXIN WANG,

Defendants.

CIVIL ACTION NO.: 23 Civ. 3247 (SLC)

ORDER

SARAH L. CAVE, United States Magistrate Judge.

The parties in this wage-and-hour case under the Fair Labor Standards Act (“FLSA”) have consented to my jurisdiction under 28 U.S.C. 636(c) and Fed. R. Civ. P. 73 for purposes of reviewing their proposed settlement (ECF No. 64), and have now submitted a joint Letter-Motion in support of settlement (ECF No. 67), proposed settlement agreement (ECF No. 67-1 (the “Agreement”)), damages calculation (ECF No. 67-2), and plaintiff’s counsel’s billing records along with his costs/expenses (ECF No. 67-3) for approval under Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015). In addition, in response to the Court’s order (ECF No. 68), Plaintiff provided copies of her Retainer Agreement with her counsel (in English and Chinese), and documentation of costs. (ECF Nos. 69 – 69-2).

It appears that Plaintiff executed the Retainer Agreement in Chinese, leading the Court to infer that Chinese is her primary language. (ECF No. 69-1). The copy of the Agreement, however, is in English and does not include any representation that it was translated for Plaintiff into Chinese, her primary language. See Rosario v. MCS Properties LLC, No. 17 Civ. 5573 (RA), 2018

WL 6538183, at *1 (S.D.N.Y. Nov. 20, 2018) (finding fair and reasonable FLSA settlement agreement that had been translated into plaintiff's primary language).

Accordingly, by **Monday May 19, 2025**, Plaintiff's counsel shall provide confirmation that the Agreement was translated into Chinese for Plaintiff's benefit before execution.

Dated: New York, New York
May 12, 2025

SO ORDERED


SARAH L. CAVE
United States Magistrate Judge